

Administrative Office of the Courts

Supreme Court of New Mexico

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STATE OF NEW MEXICO

ADMINISTRATIVE OFFICE OF THE COURTS

REQUEST FOR PROPOSALS (RFP) FOR
Printing and Mailing of Jury Summonses and Related Documents

Issue Date: April 14, 2013

The Procurement Code, NMSA 1978, §13-1-1 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an offeror fails to meet any mandatory items set forth in this RFP, the proposal will be declared nonresponsive.

All costs incurred by the offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror, whether or not the offeror is the successful offeror.

Before the award is made, the Administrative Office of the Courts (AOC) may conduct discussions with offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without such discussions.

When it is in the best interest of the State of New Mexico, the RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be effected by the AOC sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a program, the contractor will be compensated to the level of services performed, as authorized by the AOC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the AOC in such circumstances as contractor defaults or breach of the contract.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, Section 13-1-1 to Section 13-1-199.

This RFP is being issued to hire a Contractor to print and mail customized jury summons and related documents (e.g., failure to appear notices, special inserts by court) on a regular basis to persons who have been selected for jury service in New Mexico state courts. The courts issue more than 153,000 summons per year, averaging around 3400 per week, with a 2012 high week at 5,225 summons and a 2012 low week of 1800 summons. The objective is to summons prospective jurors needed for state court trials in a way that is reliable, expeditious, and cost-effective.

The contract will be for an initial one-year period with an option to renew each year after the first year for no more than three additional years at the discretion of the AOC. Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance

by the contractor as determined by the AOC and upon sufficient funding.

B. SUMMARY OF SCOPE OF WORK

The AOC is soliciting proposals for a contractor. The successful offeror will perform all tasks necessary for the summoning of prospective jurors. These tasks include:

- 1) Creation of bar codes for each summons that will work with the courts' software and with postal required bar codes. Each bar code must show on the outside of the envelope for court convenience;
- 2) Printing and Storage, at the vendor's work site, of summons-related documents and supplies until needed for individual mailings;
- 3) Receipt of the summons information (name, address, and bar code) from the district and magistrate courts via a secure email connection; must verify total number of files back to each court and AOC;
- 4) Coding Accuracy Support System (CASS) certify and run all files through National Change of Address (NCOA) for address correction in order to stop all out of county and out of state mail;
- 5) Must not mail undeliverable and bad address summons unless instructed by each court to mail them. Must return all addresses that were changed and all addresses not mailed to each individual court;
- 6) Add specifically-requested information received onto each court summons and print requested inserts;
- 7) Fold, insert the summons, other inserts (for specific courts), and the return envelope into an outgoing envelope;
- 8) Presort summons for best possible postal rates (Automated First Class Presort);
- 9) Provide outgoing and return envelopes by vendor for each court with county specific information (return envelope must meet Business Reply Mail requirements);
- 10) Stamp postage on, the outgoing envelope, and mail summons to prospective jurors no later than 72 hours from the time the summons information is received from the district or magistrate court; and
- 11) Assist in redesign and editing of jury summons as requested.

The initial contract shall begin on or about July 1, 2013, and may extend up to June 30, 2017.

C. SCOPE OF PROCUREMENT

The scope of this procurement includes printing, mailing, and address verification of jury summons and related documents. The AOC reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including renewals thereof, exceed a total of four years.

D. PROCUREMENT MANAGER

The AOC has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone numbers are listed below:

Daniel Garcia
Procurement/Project Manager
Administrative Office of the Courts
2905 Rodeo Park Dr. East BLDG 5
Santa Fe, NM 87505
Phone (505) 476-6081
Cell (505) 695-6646
Fax (505) 476-6952

All submissions via the postal service should be sent to the above address.

All deliveries via express carrier should be addressed as follows:

Daniel Garcia
Procurement/Project Manager
Administrative Office of the Courts
2905 Rodeo Park Dr. East BLDG 5
Santa Fe, NM 87505
Phone (505) 476-6081
Cell (505) 695-6646
Fax (505) 476-6952

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the AOC.

Written inquiries may also be in the form of e-mail to:
Daniel Garcia at aocdtg@nmcourts.gov

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“AOC” means the Administrative Office of the Courts.

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean successful Offeror.

“Evaluation Committee” means a body appointed by the AOC to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Offeror” is any person, firm, corporation or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the AOC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Project Manager” means the individual assigned by the AOC to manage the project and administer this Agreement.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms with all material respects to the requirements set forth in the request for proposals.

“Jury Summons” is a notice to appear for jury service.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue RFP	AOC	April 14, 2013

2. Deadline to Submit Acknowledgment of Receipt of Proposal	Potential Offerors	April 22, 2013
3. Deadline to Submit Questions	Potential Offerors	April 22, 2013
4. Response to Written Questions/ RFP Amendments	AOC	April 26, 2013
5. Submission of Proposal	Offeror	May 28, 2013
6. Campaign Contribution Disclosure	Offeror	May 28, 2013
7. Oral Presentations/Demonstrations	Offeror	June 6-7, 2013
8. Proposal Evaluation And Selection of Finalists	Evaluation Committee	June 6-7, 2013
9. Notification of Finalists	Procurement Manager	June 12, 2013
10. Best and Final Offers from Finalists	Offeror	June 14, 2013
11. Finalize/Award Contract	AOC/Offeror	June 19, 2013
12. Protest Deadline	Offeror	July 5, 2013

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph B.

1. Issue of RFP

This RFP is being issued by the AOC. Additional copies of the RFP can be obtained from the Procurement Manager.

2. Acknowledgement of Receipt of Proposal

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgment of Receipt of Request for Proposals Form" that accompanies this document (See Attachment "A") to have their organization placed on the procurement distribution list. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by 2:00 p.m. MDT on April 22, 2013.

The procurement distribution list shall be used for the distribution of written responses to

questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and withdrawal from obtaining additional information on the procurement process. Thereafter, the Offeror will need to make a special request for any additional information on the RFP.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 2:00 p.m. MDT on April 22, 2013. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on April 26, 2013, to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MOUNTAIN DAYLIGHT TIME ON May 28, 2013. Time is of the essence for submitting proposals and proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be labeled on the outside of the package so as to indicate clearly that they are in response to Printing and Mailing of Jury Summonses Request For Proposals. Proposals must be sealed. Any proposals or portions of proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to a contract award.

6. Campaign Contribution Disclosure Due

Potential Offerors must submit with their response to proposal the "Campaign Contribution Disclosure Form" that accompanies this document (See Attachment "B").

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to

conserve natural resources must file this form (Attachment "B") with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two-year period.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the AOC. This process will take place between June 6, 2013 and June 7, 2013. During this time, the Procurement Manager may, at his option, initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Oral Presentations and Demonstration

Offerors will be required to conduct an oral presentation and product demonstration at a location and time to be determined as per schedule Section II, A Sequence of Events.

9. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors on June 12, 2013. Only finalists will be invited to participate in the subsequent steps of the procurement.

10. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by 2:00 p.m. June 14, 2013.

11. Finalize/Award Contract

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous on June 19, 2013. In the event that mutually agreeable terms cannot be reached within the time specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points in the evaluation process. The award is subject to appropriate State approvals. Award of the Contract will not vest any Offeror with contract rights and any contract will not be binding until contract execution and approval. Award occurs at the time a contract mutually acceptable to the AOC and the successful Offeror

has been finalized.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 2:00 p.m. MDT July 5, 2013. Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the procurement manager. The protest must be delivered to the procurement manager at the address as listed in Section I, Paragraph D. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This Procurement will be conducted in accordance with the AOC's Guidelines Governing Procurement.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section VI, Paragraph B of this RFP.

2. Incurring Costs

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The AOC personnel will not merge, collate, or assemble proposal materials.

4. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

5. Proposal Offer Firm

Responses to this RFP will be considered firm until July 5, 2013.

6. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7, NMSA 1978.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

7. No Obligation

This procurement in no manner obligates the AOC or any of its departments or agencies to the service offered until a valid written contract is approved by the AOC.

8. Terminations

This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the AOC determines such action to be in the best interest of the AOC and the State of New Mexico.

9. Legal Review

The AOC requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

10. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

11. Basis for Proposal

Only information supplied by the AOC in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

12. Contract Terms and Conditions

The contract between the AOC and the Contractor or Contractors will follow the format specified by the AOC and contain the terms and conditions set forth in Attachment "C," "Contract Terms and Conditions." However, the AOC reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of the AOC's terms and conditions, as contained in this Section or in Attachment "C", that Offeror must propose specific alternative language that would be acceptable to the AOC. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the AOC and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services are subject to the review and approval by the AOC.

13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the AOC.

14. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the AOC and the selected Offeror and will not be deemed an opportunity to amend the Offeror's proposal.

15. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85, NMSA 1978.

16. Right to Waive

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

17. Change in Contractor Representatives

The AOC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the Contractor adequately.

18. Notice of Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities and kick-backs.

19. AOC Rights

The AOC reserves the right to accept all or a portion of an Offeror's proposal.

20. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors, and Contractors must secure from the AOC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

1. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the AOC and the State of New Mexico.

22. RFP Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when AOC determines such action to be in the best interest of the state courts.

23. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient

appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

III. RESPONSE FORMAT AND ORGANIZATION

Offerors are required to submit a proposal that exactly meets the requirements outlined in the RFP. Offerors are not allowed to submit substitute or alternate proposals.

A. NUMBER OF COPIES

Offerors shall deliver six (6) identical copies of their proposal on or before the closing date and time for receipt of proposals.

B. LETTER OF TRANSMITTAL

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

1. Identify the submitting firm and/or individual;
2. Identify the name and title of the person authorized to contractually obligate the firm and/or person;
3. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the firm;
4. Identify the names, titles and telephone numbers of the person to be contacted for clarification;
5. Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in Section II, Paragraph C.1;
6. Be signed by the person authorized to contractually obligate the firm;
7. Acknowledge receipt of any and all amendments to this RFP.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis

1. Technical and Business Proposal

The technical proposal document should address all the Technical and Business Proposal requirements outlined in Section IV of this RFP. The technical and business proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Technical and Business Requirements

2. Cost Proposal

3. Oral Presentations and Demonstration

Offerors must agree to provide an oral presentation of the proposal and demonstration of the product as an opportunity for the Evaluation Committee to ask questions and seek clarifications. **A statement of concurrence must be submitted in the Offeror's proposal.**

4. Other Supporting Material

- a) Campaign Contribution Form (Attachment B).
- b) Offerors may attach other materials, which may improve the quality of their responses.

IV. TECHNICAL PROPOSAL

A. Technical Resources Description

In this section please describe the software and computer system that will be used to provide the services identified in this RFP. Please include both purchased and leased software as well as systems developed or modified "in-house." Please include the following:

- 1. Describe communications protocols and required data formats.
- 2. Indicate response time of the system and what percent of time the system is guaranteed to be fully operational.
- 3. Describe your organization's programming capabilities and indicate the extent to which you have programmers on staff that would be available for work related to services provided under this RFP.
- 4. Describe requirements related to day-to-day upkeep and maintenance.
- 5. Describe your back-up systems and processes related to loss or incapacitation of computer hardware and software systems and production facilities.

B. Service Description

In this section please describe customer service procedures and policies as they pertain to the work requested in this RFP. Please include the following:

1. Please describe the procedures that will be followed to ensure accuracy of mailing list.
2. Please describe procedures and policies that will ensure delivery of prepared documents within three days (maximum) of receipt of data (excluding Sundays or United States Postal Service holidays).
3. Please describe how you will accommodate an emergency jury call request from a court. Include turnaround time and any price variations that might be associated with an emergency jury call.
4. Describe your capacity to provide regular reports to the AOC which shall include, but not be limited to: a.) acknowledgement of receipt of electronically transmitted data: date received, number of records processed by court; b) acknowledgement of processing electronically transmitted data: date processed; number of records processed; c) expense report that includes number of documents processed at each rate; number of documents mailed at each postal rate.
5. Indicate how staff will be designated and trained for work related to this RFP in order to gain the knowledge and expertise that will enable them to provide a consistently high level of service to New Mexico state courts.
6. Identify clearly where all functions will be performed. If any services or functions will not be performed locally, explain how you will overcome barriers that may be caused by distance to ensure prompt and efficient service to New Mexico state courts.
7. Ensure that the Offeror will provide, when requested and at no charge, an oral presentation and product demonstration, if so requested by the AOC.

C. Business Information

1. Offeror Information
 - a) A brief description of the history and organization of the Offeror's firm and of any proposed subcontractor.
 - b) Copies of business licenses, professional certifications or other credentials, together with evidence that the Offeror, if a corporation is in good standing and qualified to conduct business in New Mexico.
 - c) The most recent year's annual report or comparable document, including current profit

and loss, assets and liabilities, and other relevant financial data.

- d) A description of similar work conducted by the Offeror within the last three years.
- e) Qualifications, background and experience of key project staff who will demonstrating the equipment, training court staff, and providing ongoing technical support.

2. References

Please provide three references with contact information from organizations that have used the Offeror's services for similar projects within the last 12 – 18 months.

V. COST PROPOSAL

As the AOC may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The AOC reserves the right, however, to have discussions with those Offerors falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct contract negotiations thereafter. Offerors must submit a detailed cost proposal including:

1. Unit cost per summons, exclusive of actual postage, and volume discounts as applicable.
2. Unit cost of printing single page, double-side insert and volume discounts as applicable.
3. Mailing per unit, first class USPS and applicable discounts.
4. Any and all additional costs that the offeror intends to charge should be itemized in the cost proposal.

VI. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

The following is a summary of Section IV and V specifications points assigned to each item. These weighted factors will be used in the evaluation of individual Offeror proposals. Only finalist Offerors will receive points for an oral presentation and demonstration should these be requested.

Spec. #	Specification Title	Points
IV. A. 1-4	Technology Resources (software and hardware)	150
IV. A. 5	Back-up Systems	100
IV. B. 1	Assuring Accurate Addresses	100
IV. B. 2-3	Regular Production and Emergency Response Timelines	*
IV. B. 4	Reporting Capabilities	*
IV. B. 5-6	Staffing and Location of Operation	100
IV. C. 1	Corporate Experience	100
IV. C. 2	Corporate References	100
IV. B. 7	Oral Presentation and Product Demonstration	150
V. A-C	Cost Proposal	200

	TOTAL	1000
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*Mandatory item scored "Pass/Fail"

B. EVALUATION FACTORS

1. Technology Resources
The evaluation will award points based on the quality and capacity of the Offeror's equipment and the ability of the Offeror to use the most current technology available to effectively fulfill the expectations of the contract.
2. Back-Up Systems
Points will be awarded based on the perceived effectiveness of back-up systems in order to avoid any lapse in the production and mailing of jury summonses.
3. Assuring Accurate Addresses
The evaluation will be based on the Offeror's ability to clean mailing lists using the most current and applicable processes available and to provide this information to the courts in an easy to use, timely and accurate manner.
4. Regular Production and Emergency Response Timelines
Pass/Fail
5. Reporting Capabilities
Pass/Fail
6. Staffing and Location of Operation
Points will be awarded for in-state operations. Points will also be awarded based upon an evaluation of staff member's experience as it relates to their role and the needs of this contract. Points will be awarded based on the depth, breadth and applicability of the experience.
7. Corporate Experience
The corporate experience of the Offeror will be evaluated based upon the depth, breadth, and applicability of documented experience on similar projects.
8. Corporate References
Points for corporate references will be awarded based upon an evaluation of the Offeror's work for previous clients receiving similar services/equipment to those proposed by the Offeror for this contract. Points will be awarded based upon the depth, breadth, and applicability of the experience.
9. Oral Presentation and Product Demonstration
Effective communication, technical knowledge of presenters, experience with similar contracts and the quality of the responses to questions will be the principle criteria for evaluation.

10. Cost Proposal

The evaluation of each Offeror's cost proposal will be conducted using the following 4 items, with each worth 25% of total available points (200).

- Unit cost per summons, exclusive of actual postage, and volume discounts as applicable.
- Unit cost of printing single page, double-side insert and volume discounts as applicable.
- Mailing per unit, first class USPS and applicable discounts.
- Any and all additional costs that the offeror intends to charge should be itemized in the cost proposal.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.15.

4. Responsive proposals will be evaluated on the factors in Section VI which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible Offeror whose proposal is most advantageous to the AOC, taking into consideration the evaluation factors in Section VI B., will be recommended for contract award as specified in Section II, Paragraph B.9. Please note, however, that a serious deficiency in the response to anyone factor may be grounds for rejection regardless of overall score.

ATTACHMENT A
ACKNOWLEDGMENT OF RECEIPT FORM

REQUESTS FOR PROPOSALS

Printing and Mailing of Jury Summonses and Related Documents

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment C.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 2:00 p.m. MDT on April 22, 2013. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the AOC's written responses to those questions as well as RFP amendments, if any are issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER : _____ FAX NUMBER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

ATTACHMENT B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

ATTACHMENT C
CONTRACT TERMS AND CONDITIONS

**STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of July 2013 by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC," and NAME OF CONTRACTOR, hereinafter referred to as the "Contractor".

ADDRESS OF CONTRACTOR: _____

PHONE NUMBER OF CONTRACTOR: _____

E-mail Address: _____

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

The Contractor shall perform all tasks necessary for the summoning of prospective jurors. These tasks include:

- 1) Creation of bar codes for each summons that will work with the courts' software and with postal required bar codes. Each bar code must show on the outside of the envelope for court convenience;
- 2) Printing and storage, at the vendor's work site, of summons-related documents and supplies until needed for individual mailings;
- 3) Receipt of the summons information (name, address, and bar code) from the district and magistrate courts via a secure email connection; must verify total number of files back to each court and AOC;
- 4) Coding Accuracy Support System (CASS) certify and run all files through National Change of Address (NCOA) for address correction in order to stop all out of county and out of state mail;
- 5) Must not mail undeliverable and bad address summons unless instructed by each court to mail them. Must return all addresses that were changed and all addresses not mailed to each individual court;
- 6) Add specifically-requested information received onto each court summons and print requested inserts;

- 7) Fold, insert the summons, other inserts (for specific courts) and the return envelope into an outgoing envelope;
- 8) Presort summons for best possible postal rates (Automated First Class Presort);
- 9) Provide outgoing and return envelopes by vendor for each court with county specific information (return envelope must meet Business Reply Mail requirements);
- 10) Stamp postage on, the outgoing envelope, and mail summons to prospective jurors no later than 72 hours from the time the summons information is received from the district or magistrate court; and
- 11) Assist in redesign and editing of jury summons as requested.

B. Services will be performed (AT) (WITHIN) (LOCATION)

2. Compensation.

A. The AOC shall pay to the Contractor in full payment for services according to the prices as listed in the products and services schedule hereto attached. (Will be included in final contract based on fees negotiated per RFP). All payments are subject to the courts verifying satisfactory delivery of summons as ordered with specifications. The Contractor shall be responsible for payment of any New Mexico gross receipts taxes levied on the amount paid to Contractor.

The total amount payable to the Contractor under this Agreement shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the AOC when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the AOC no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the AOC finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the AOC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the AOC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT runs from July 1, 2013 until June 30, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the AOC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the AOC is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the AOC or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the

AOC or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the AOC; 2) comply with all directives issued by the AOC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the AOC shall direct for the protection, preservation, retention or transfer of all property titled to the AOC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the AOC upon termination and shall be submitted to the AOC as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and/or current grantor, this Agreement shall terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the AOC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the AOC.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the AOC.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral

or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, the Department of Finance and Administration and the State Auditor. The AOC shall have the right to audit

billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the AOC and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AOC: **Daniel Garcia, 2905 Rodeo Park Dr., East, BLDG 5, Santa Fe, NM 87505, e-mail aocdtg@nmcourts.gov.**

To the Contractor: [insert name, address and email].

24. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contractor certifies that neither he/she/it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS**

Arthur W. Pepin

Date: _____

CONTRACTOR

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 00-000000-00-0

By: _____

Date: _____

Taxation and Revenue Department